

AGREEMENT BETWEEN

THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS

AND

SOUTHERN AND CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL

FOR

LOCAL #703 (CHAMPAIGN)

LOCAL #159 (DECATUR)

LOCAL #624 (DANVILLE)

LOCAL #171 (CHARLESTON)

COVERING

HIGHWAY / HEAVY AND UTILITY  
CONSTRUCTION

IN

ILLINOIS HIGHWAY DISTRICT #5



MAY 1  
2001



APRIL 30  
2005

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## AGREEMENT

**THIS AGREEMENT**, entered into by and between the **Associated General Contractors of Illinois**, hereinafter called the *Association*; and Laborers Local #703 (Champaign), Local #159 (Decatur), Local #624 (Danville), and Local #171 (Charleston) of the **Southern and Central Illinois Laborers' District Council**, hereinafter called the *Union*.

### ARTICLE I PURPOSE

In entering into this Agreement, it is the mutual desire and primary intent of the parties hereto to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and other conditions of employment, to prevent strikes and lockouts, and to respect the legitimate rights and interests of management and labor, the construction industry and the general public.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural

form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

## **ARTICLE II RECOGNITION**

The Union recognizes the Association as the agent for collective bargaining for all Employers performing work covered hereunder who have so authorized the Association.

The Association recognizes the Union as the exclusive agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Laborer employees performing work which is within the jurisdiction of the Union and is covered by this Agreement, excluding the supervisory forces, clerical employees, technical employees, timekeepers, superintendents, master mechanics, or general foremen in charge of all classes of labor.

## **ARTICLE III SCOPE OF AGREEMENT**

**Section 1. Geographical Scope.** This Agreement covers the following counties in the State of Illinois:

*DeWitt, Piatt, Champaign, Coles, Vermilion, Macon, Moultrie, Douglas, Edgar, Shelby, Cumberland and Clark.*

## **Section 2. Types of Construction Covered:**

This Agreement covers all highway, heavy and utility construction such as described below, but does not cover building construction work.

This Agreement includes, but is not limited to, construction of private and public improvements such as roads, subways, tunnels, sewers, lift stations, disposal plants, alleys, streets, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavement, water mains, purification plants, pipelines, distribution and service lines, locks, docks, dams, cleaning, telephone ducts, golf courses, and demolition work incidental to heavy or highway contract.

## **ARTICLE IV MANAGEMENT RIGHTS**

The Employer retains the right to manage its operation and direct the work forces; to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgement the operations may require.

The Employer may discharge or lay off employees as he sees fit, provided no employee is discharged or discriminated against because of Union activities.

It is understood and agreed that when working in the jurisdiction of Southern and Central Illinois Laborers' Dis-

trict Council, Highway District #5, signatory contractors shall have the right to direct Laborers to perform work as assigned.

## **ARTICLE V MAINTENANCE OF STANDARDS**

The Union agrees that it will not willingly permit any organized laborer to work on any project or classification mentioned in Article II, in any of the above-set-out counties for anyone at lesser rate of wages. They shall use all honorable and peaceful means to see that all work is done at a scale of wages not less than those set forth in this Agreement. Honorable and peaceful means shall included a legal picket. It shall not be a violation of this Agreement for any employee to refuse to work behind a legal picket line.

## **ARTICLE VI UNION SECURITY**

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Man-

agement Reporting and Disclosure Act of 1959. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of non-payment of dues and initiation fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee; provided further that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if the membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership.

## **ARTICLE VII REFERRAL PROCEDURE**

**Section 1.** The employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth herein, and as provided for in the Amended Job Referral Rules, and said employment shall be granted regardless of race, creed, color, sex, age, national origin, religion, disability, Vietnam-era veterans, disabled Veterans, or any other characteristic protected by law.

When an Employer calls the Referral Office for persons, they shall be dispatched in a non-discriminatory manner as follows:

- (1) Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
- (2) The Referral Office shall maintain the following lists on which persons in the Highway and Heavy construction industry may register for referral any time during the hours, which the Referral Office is open for registration of applicants.
- (3) The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union security.
- (4) The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement.
  - (a) List A for Class A persons seeking active employment, i.e., each applicant who has been employed as a construction Laborer for a period 500 hours (Local #171 - 300 hours) in the past



twelve (12) months, and has worked one year or more in the geographical area embraced by the Referral Office where the work is to be performed during the three (3) years preceding his registration for referral in any one or more classifications set out in this Agreement on the type or kind of craft work of Laborers, including graduates from the Laborers' and Contractors' Training Program.

- (1A) List 1A is for Class 1A persons who are Apprentice applicants, who are registered with and participating in the Apprenticeship Program developed by the Illinois Laborers' and Contractors' Training Program. Apprentices shall be referred by qualifications and experience.
- (b) List B for Class B persons seeking active employment, i.e., each Laborer who has been employed as a construction Laborer for at least 300 hours (in Local #171 – 200 hours) in the past twelve (12) months and has worked one

year or more in the geographical area embraced by the Referral Office where the work is to be performed during the three (3) years preceding his registration for referral in any one or more classifications set out in this Agreement on the type or kind of craft work of Laborers, including graduates from the Laborers' and Contractors' Training Program.

- (c) List C for Class C persons seeking active employment who have not been employed or available for employment in the geographical area embraced by the Referral Office and/or the geographical area embraced by the Southern and Central Illinois Laborers' District Council where the work is to be performed, and can meet none of the criteria set out in the sub-paragraph (2) (a) and (b) above.

- (5) The foregoing lists shall be maintained on the basis of written statements of person seeking active employment and such other information available to the Referral Office.

**Section 2.** An applicant seeking a referral to a job must file with the Local Union a signed and dated referral form providing name, telephone number and social security number stating skills the member possesses and the jobs the member is able to perform, including any relevant licensees certifications, and the designated Local Union geographical jurisdiction applicants are willing to work in. Blank referral forms will be available at the Local Union. The Local Union will compile an out-of-work list, consisting of the members who have registered their availability for referral. The Local Union may confirm any prior employment, Licenses, or certifications listed by the member.

In dispatching, the Referral Office shall dispatch those on List A, Class A so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter (in Local #171 – List 1A so long as there are any in the classification called for by the Employer who are registered and available to work and thereafter), those on List B so long as there are any in the classification called for by the Employer who are registered and available to work and thereafter, those on List C so long as there are any classification called by the Employer who are registered and available to work.

All registrants shall be dispatched in accordance with their experience and ability in the construction industry, i.e., the most experienced and able first, which experience and ability is established by the written statement of the registrant, such registrant having the right to submit any dis-

pute to the Joint Arbitration Board, as set up in this Article, Section 9. The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days' (in Local #171 - three (3) days') pay at straight time if employed.

**Section 3.** All persons on List C shall be dispatched in the order of registration with experience and ability, and when dispatched, providing that a written request of any Employer, signed by the representative of the Employer on a job or project and delivered to the Referral Office stating that such Employer desires a named Class C registrant be dispatched to such job or project. Such Referral Office shall dispatch such Class C registrant only after the following conditions have been met:

1. No employee shall be laid off or discharged to make room for such person.
2. The Employer shall not request more than four (4) Class C registrants by name from each Local in each calendar year. In no case shall the number of requested exceed 10% of the total Laborers' employed.
3. The Employer shall not request a Class C registrant by name in the months of December, January, February, or March.

**Section 4.** If an applicant is incapacitated by illness or

injury and upon appropriate substantiation, hours worked in the previous (12) twelve months prior to incapacitation, shall be used to determine referral list eligibility.

**Section 5.** Employers may request former employees for referral to a job or project in writing and the Referral Office shall refer said former employees to the job or project, provided they are properly registered applicants in the Referral Office, are available for employment at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four (24) months (in Local #171 – twelve (12) months) prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such employees.

**Section 6.** The Employer retains the right to reject any job applicant referred. The Employer shall have the right to determine the qualifications of employees and shall have the right to hire and discharge for cause accordingly. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

**Section 7.** The Employer, in requesting referrals, shall specify to a Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc., involved, (d) the work to

be performed, and (e) such other information as is deemed essential by the Employer in order to enable the Referral Office to make proper referral of qualified applicants.

**Section 8.** If a registrant, referred for employment in regular order, refuses to accept such referral for employment, the registrant name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

**Section 9.** In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for a qualified employee within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the name(s) of the person(s) employed and the date of hiring. Such notice shall be given within forty-eight (48) hours of the hiring.

**Section 10.** In the event that any applicants shall claim discrimination, they may, within ten (10) days following the occurrence of the event which constitutes the basis for the applicants claim, file with the parties so charged, a written complaint clearly and specifically setting forth the discrimination charges. The other party shall be notified immediately and given a copy of the complaint. A board

consisting of a representative for the Employer and representative of the Union and an impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint, and within three (3) days, render a decision and settlement, which shall be final and binding recognizing the individual responsibility of the Union and the Employer. The Board is authorized to make and issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Article, and its decisions shall be in accord with the Labor Management Relations Act, as amended.

**Section 11.** Signatory contractors shall be permitted to transfer two (2) key men between all Local Unions in District #5 as the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) men per project. Any additional number of key men shall be determined in a pre-job conference or an agreement between the Employer and the Business Representative of the Union.

(A) There shall be unrestricted movement of concrete specialist between Locals in Highway District #5 and #6 except when the Employer has brought the second person as a key man in which case the Local where the work is being performed has first right to provide the concrete specialist if they have any available.

**Section 12.** It is understood and agreed that any employee covered by an Employer under the terms of this Agreement may continue in the employment of that Employer

at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in displacement of another employee.

**Section 13.** It is understood and agreed by and between the parties hereto that upon sixty (60) days written notice sent by registered mail, given by one of the parties to the other party prior to any yearly anniversary date of this Agreement for changes in the Referral Procedure as contained in this Article, the parties agree to meet, discuss and negotiate for changes.

**Section 14.** This shall in no way be construed to invalidate or modify in any manner any other part or section of this Agreement. It is further agreed that the liability of the Employer who accepts, adopts or signs this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Laborer's Local Unions who accept, adopt, or sign this Agreement, or facsimile thereof, shall be several and not joint.

## **ARTICLE VIII**

### **REPORTING AND SHOW-UP TIME**

**Section 1.** When an Employer orders a certain number of men and these men appear on the job or shift at the time requested, then they must be put to work or paid two (2) hours' show-up time.



**Section 2.** When an employee employed on a job finishes his day's work, and returns to work on the following day, he shall be allowed two (2) hours' show-up time, unless he has been notified the day before that there would be no work.

**Section 3.** It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the Employer. The Employer agrees to call employees at least one (1) hour before starting time if no work will be available for said day.

**Section 4.** If the employee is not to report to work, because of weather, he shall be notified not less than one (1) hour before starting time. If work is shut down after start because of weather or equipment break-down, the laborer shall be paid actual hours worked or a minimum of two (2) hours.

**Section 5.** Members of this bargaining unit shall be paid not less than two (2) hours pay if they report to work. If they are on the job over two (2) hours they shall receive four (4) hours pay. The employee shall remain on the job unless released by the Employer's supervision. If a job is shut down for reasons, other than the weather or equipment break-down, the employee will receive not less than four (4) hours pay.

## **ARTICLE IX**

### **WORK DAY, WORK WEEK, OVERTIME, SHIFT WORK AND HOLIDAYS**

**Section 1. Eight (8) Hour Schedule.** Five days of eight hours each from Monday 7:00 a.m. until Friday 4:30 p.m. will constitute a regular forty (40) hour work week, excepting work that must be performed according to specifications, all work necessary previous to or after starting major crew or machinery, which shall be performed at the regular rate. All time worked before the regular scheduled starting time and after the regular scheduled quitting time shall be paid at the overtime rate of one and one-half (1 1/2) times the regular rate. A full half-hour lunch period shall be given near the midpoint of the shift. No man shall be required to work more than five (5) hours without a full half-hour lunch period. Any employee who is required to work more than five (5) hours without his lunch period, and who has not had his lunch shall receive a full half-hour and shall be paid the overtime rate. No man shall be required to work more than six (6) hours without a full half-hour supper period or a half-hour's pay.

If it is mutually agreed between the representatives of the Union and the Contractors, the starting time can be advanced to eliminate working in the heat of the day or for some unusual operation condition.

**Section 2. Ten (10) Hour Day Schedule.** Where not prohibited by law, and upon forty-eight (48) hour notification to the Union, the Contractor may choose the option

of working four (4) ten (10) hour days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1 1/2) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There will be no pyramiding of overtime in this Agreement. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, Saturday may be used to make up the remaining hours in excess of forty (40) for the work week being paid at the applicable overtime rate.

The Employer agrees that when using this option it shall be for the duration of the job or until the Employer notifies the Business Agent, one (1) week in advance, that the Employer elects to return to a five (5) day, eight (8) hour schedule for the duration of the job, and can not be changed again unless mutually agreed upon by the Business Agent and the Employer.

**Section 3. Shift Work.** A joint agreement must be reached between the Employer and Union before a job can be classified as a shift job. It shall not be less than a minimum of five (5) days.

If an emergency situation should arise, both parties shall have a mutual agreement on the shift hours.

Where two or more shifts are worked, five (5) days of

seven and one-half (7 1/2) hour shifts, from Sunday midnight to Friday midnight, shall constitute a regular week's work. The pay for a full shift period shall be a sum equivalent to eight times the basic hourly rate and for a period less than the full shift shall be the corresponding proportional amount which the time worked bears to the time allocated to the full shift period. Any time worked from Friday midnight to Saturday midnight, or in excess of regular shift hours shall be paid for at one and one-half (1 1/2) times the basic rate of wages.

Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer

**Section 4.** Double time shall be paid for all work performed on Sunday and the following seven holidays:

New Year's Day

Memorial Day  
Fourth of July  
Thanksgiving Day  
Labor Day  
Christmas Day  
Veteran's Day (to be celebrated the day after  
Thanksgiving)

Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date.

## **ARTICLE X DISPUTE PROCEDURE**

There shall be no strikes or lock outs during the term of this agreement except as expressly provided for in violation of Articles XIII and Article XXI. Any dispute (other than jurisdictional) which may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by this agreement, shall be resolved in the following manner.

1. A committee consisting of six members - three appointed by AGC of Illinois, and three appointed by the Southern and Central Illinois Laborers' District Council - shall meet and hear and consider the matter, and, in good faith and to the best of their ability attempt to reach a majority decision on the merits of the dispute, which de-

cision shall be final and binding.

2. In the event that the Committee fails to reach a majority decision within a brief and reasonable period of time, the AGC of Illinois and the Southern and Central Illinois Laborers' District Council shall mutually select an impartial umpire, who shall conduct a hearing and shall issue an award, which shall be dispositive of the dispute and shall be final and binding.

3. The fee and expenses of the impartial umpire shall be shared equally by the parties to the dispute.

4. Jurisdictional disputes may be resolved in accordance with Section 10 (K) of the National Labor Relations Act, as amended.

## **ARTICLE XI FOREMEN**

**Section 1.** It is agreed that all Laborer Foremen designated by the Employer shall be members of the Union who have been in good standing in the Local for no less than six (6) months.

**Section 2.** A Laborer Foreman will be designated when five or more Laborers are required on any given crew. When the crew requires 12 or more Laborers, a second Laborer Foreman will be designated. When the crew requires 18 or more Laborers, a third Laborer Foreman will be designated. When a crew requires 3 or more Laborer

Foremen, one shall be designated as General Foreman. When there are 18 or more Laborers working under the General Foreman, the General Foreman's duties will be strictly confined to supervision.

**Section 3.** Laborer Foremen shall receive seventy-five (.75) cents per hour more than the highest paid Laborer under their supervision.

**Section 4.** When three (3) or more Foremen are required, one shall be appointed General Laborer Foreman and shall receive fifty (.50) cents per hour more than the highest paid Laborer under his supervision.

**Section 5.** The Superintendent shall consult with the Laborer Foreman in the placing of Laborers on any work covered by this Agreement.

## **ARTICLE XII**

### **PAYMENT OF WAGES, WAITING TIME**

The Contractor shall pay the employees once every week on the regular weekly pay day established by the Contractor. The employee shall be paid immediately on pay day or be paid the current wage rate for such time he is required to wait. The pay day shall be in cash or payroll check and the Contractor shall not hold back more than five (5) days to make up the payrolls.

If an employee is discharged he shall be paid immediately. If an employee is laid off, and the employer does

not have facilities at the job site to prepare payroll checks, the employer shall mail the employee's paycheck to the home address provided to the employer on the next business day.

When pay day falls on a holiday, the employees shall be paid on the day before such holiday, prior to quitting time.

If there is no work on pay day, the pay checks shall be given to the employees by 12:00 noon.

The Contractor shall maintain and furnish a record of hours worked, overtime, deductions, etc.

### **ARTICLE XIII**

#### **WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS**

**Section 1.** Each Employer agrees to make the contributions set forth in Addendum A and to accept the terms and conditions of the Trust Agreements establishing the following funds provided said Trust Agreements and Plans are established and maintained in compliance with Section 302(c) of the Taft-Hartley Act, ERISA, other applicable laws, and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service:

(1) Central Laborers Pension, Welfare and Annuity Funds



(2) Illinois Laborers' and Contractors  
Joint Apprenticeship and Training  
Trust Fund

(3) Central Illinois Laborers' Legal  
Plan (Local #703 only)

(4) Laborers-Employers Cooperation  
and Education Trust

**Section 2.** The Employer shall withhold working dues from the pay of each employee covered by this Agreement when requested by the Union at the pre-job conference in the amount set forth in Addendum A. It shall be the obligation of the Local Union Business Manager to get signed authorizations from the employees for such deductions. The Employer will not be requested to make such deductions except from the employees who have by written consent, authorized same.

If an Employer fails to pay into the above-said funds, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

## **ARTICLE XIV PREMIUM PAY**

All bottom men performing work on sewer and conduit construction, tunnel miners, and muckers shall receive \$.25

per hour more than the Laborer scale, and, at a greater depth than 6 feet below ground level, workers shall receive an additional \$.50 per hour for a total of \$.75.

## **ARTICLE XV SUBCONTRACTING**

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the jobsite for the performance of any work within that jurisdiction, which has been historically and continuously performed by the employees within the unit covered by this Agreement, any employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

## **ARTICLE XVI LABORERS JURISDICTION**

The Laborers' jurisdiction includes, but is not limited to the following:

Wrecking of any structure; mates and deckhands; concrete saw operators; concrete burners; asphalt saw operators; chain saw operators; form tampers; sandblasting; signal men; watchmen; flaremen; gravel boxmen; chip spreaders; tending all types heaters and mechanical buggies; operating saws when used for clearing, setting, lining and leveling of all forms (wood or iron); the laying and assembling of temporary water lines; unloading and instal-

lation of well points on a dewatering system and dismantling of same; tending to Carpenters; laying of steel mesh and setting of center steel and expansion joints; blocking up and striking off of concrete and all mechanical strike-off; all work of drill running and blasting, including cement hoppers, skip men, aggregate manning and servicing of all vibrators; laying, jointing, and pointing of all sewer tiles; handling and firing on tar kettles, application of removing or dismantling of forms used for concrete construction; actual laying of telephone ducts, priming and wrapping of pipe and handling of skids on pipelines; stringline men and setting of batterboards on sewers; handling, unloading and laying of plastic pipe. The curing and covering of concrete by any mode or method, excluding self-propelled machines; the unloading, handling, placing, typing and cutting of continuing reinforcing in concrete pavement; swampers on heavy equipment and the unloading and loading of service trucks.

The work of rodmen, stake drivers, chainmen and filling of test blocks if done by employees directly employed by the contractor signatory to this Agreement will be the work of the Laborers. This does not apply to employees of any outside firm, consulting engineer, surveyor, or governmental body doing work on the site such as survey or layout crews, engineers, inspectors, or technicians unless such outside firm is signatory to this Agreement.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structures

by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to included all site clearing, excavation for foundation and concrete work. Clean-up and back filing, landscaping old and new sites.

**Wrecking.** The wrecking or dismantling of buildings and all structures. Breaking away roof materials and beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, back filling and landscaping of the site of wrecked structure.

There will be a minimum of one Laborer Carpenter helper for each three (3) Carpenters.

Temporary and permanent field fencing.

Clear and grub, layout, dig holes, mix, place, puddle, smooth, and float concrete footings for permanent chain-link fence.

Load, unload, stockpile, handle and distribution of

chainlink fence.

Metal and guard rail: Lay out, clear and grub, mark, sight, plumb, dress and set all posts and restraint plates.

Load, unload, stockpile, handle and distribution on guard rail line all materials, tools and equipment.

Cable guard rail on wood posts.

Treated wood post construction with plank, cable, metal plate or any other type beam, rail or fabric.

Guide posts and guard posts (all types) permanent and/or temporary, including right-of-way markers and section markers.

All jackhammer men, gunnite nozzle men, bricklayer tenders, air spades, asphalt rakers, blade grade operators, form setters, chain saw operators, concrete saw operators, asphalt saw operators, mechanical form tampers, powder men, rubbing of concrete, cement handlers, dumping dry cement from dump and batch trucks, sewer tile and pipe layers, shoring and bracking in sewers and tunnels, puddlers, hopper men, power tool operators, spotters and dumpmen or on levees, fills, grades, priming and wrapping of gas lines, and handling of creosote lumber and the handling of lime.

The Contractor agrees to assign work to Laborers in accord with this Agreement. In the event that a Contractor's

assignment of work is disputed or any competing claim arises by a labor organization, craft, trade, class or group of employees, such dispute or claim shall be resolved in accordance with Article 10 of this Agreement.

## **ARTICLE XVII CONSTRUCTION CRAFT LABORER APPRENTICE**

**Section 1.** The term of apprenticeship shall be approximately three (3) years and (2400/6000 hours) of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provides for three (3) equal periods of 800/2000 hours of work and training each:

First year

75% of the journeyworker rate  
including full fringe benefits

Second year

85% of the journeyworker r  
including full fringe benefits

Third year

95% of the journeyworker rate  
Including full fringe benefits

Fourth year

Journeyworker rate

Employers will be notified of the correct percentage of journeyworker rate for each apprentice by the Fund Administrator.

## **Section 2. - Ratio and Supervisor.**

One (1) journeyworker to one (1) apprentice on a two (2) worker job.

One (1) apprentice to first five (5) journeyworkers;

Two (2) apprentices to ten (10) journeyworkers;

Three (3) apprentices to fifteen (15) journeyworkers;

Four (4) apprentices to twenty-five (25) journeyworkers;

Five (5) apprentices to thirty-five (35) journeyworkers;

Six (6) apprentices to fifty-five (55) journeyworkers;

One (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyworkers on the job. Instruction

in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

## **ARTICLE XVIII**

### **GENERAL WORKING CONDITIONS**

**Section 1.** On stationary jobs employing four (4) or more Laborers and lasting over one hundred and twenty (120) working days and commencing during the months of November, December, January or February, the Employer shall furnish a warm place to eat lunch and to change clothes during that period.

**Section 2.** Ice water and paper cups will be on the job within one (1) hour from starting time.

**Section 3.** It is understood and agreed that it will not be a violation of the Agreement for Laborers to refuse to work in water, sloppy concrete, mud or where water drips on them, unless proper rubber wearing apparel is provided. Laborers will furnish their own rubber boots.

**Section 4.** Any employee injured on the job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost during regular hours. If the employee's occupational injury permits him to continue to work, but requires the employee to have subsequent visits or necessary medical treatment during his scheduled work hours, the employee will be



paid for the time lost from his scheduled work in making such visits, provided the employee is still employed with the same Employer.

## **ARTICLE XIX**

### **BUSINESS MANAGER AND STEWARD**

Section 1. Business Manager. The Business Manager or his designated representative shall have the right to visit all jobs where the Business Manager's members are employed, but will in no way interfere with the progress of the work.

Section 2. The Employer shall recognize the right of the Union to select a Steward from among its employees to perform the duties assigned to the Steward by the Union. These duties shall include the promotion of harmony, respect and cooperation on the jobsite.

Section 3. The Steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 4. The Steward shall not be discharged because he is performing his duties as a Steward, nor shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 5. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man

on the job, if qualified. No Steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The Steward shall be allowed time to police the job when necessary.

Section 6. In the event of a termination or reduction in the work force, the Employer will notify the Union Steward.

Section 7. When a job is temporarily shut down due to weather, material shortages or similar cause and employees are laid off, the Steward shall be the first employee recalled to work when the work resumes, if qualified.

## **ARTICLE XX**

### **ALCOHOL AND NON-PRESCRIPTION DRUGS**

**Section 1.** Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for pur-

poses of verifying compliance with this provision, when required by the Employer at the expense of the employer.

**Section 2.** Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

**Section 3.** All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

**Section 4.** Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

**Section 5.** All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

**Section 6. Test Results:** Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

### INITIAL TEST

Level-Nanogram/Milliliter (hereinafter referred to as ng/ml).

Marijuana metabolite	<u>50</u>
Cocaine metabolite	300
Opiate metabolite	<u>2,000</u>
Phencyclidine	25
Amphetamines	1,000

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

### CONFIRMATORY TEST LEVEL (ng/ml)

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates: Morphine	<u>2,000</u>
Codeine	<u>2,000</u>
Phencyclidine	25
Amphetamines/Methamphetamine	<u>500***</u>

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoylcegonine

\*\*\*If methamphetamine, there must be >200 ng/ml of Amphetamines

Alcohol test levels at or above .02 shall be considered a positive test for safety-sensitive equipment.

**Section 7.** Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

**Section 8.** Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be (a) suspended without pay up to thirty (30) days, or as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

**Section 9.** Termination under this provision, including the circumstances surrounding the conduct of the drug or

alcohol test, shall be fully subject to the arbitrations provision of this Agreement.

## **ARTICLE XXI**

### **LIMITATION ON LIABILITY**

**Section 1.** It is understood and agreed that the Association is acting only as agent for those Contractors and Employers who have authorized it to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any Employer or Contractor. It is further agreed and understood that the liabilities of the Employers and Contractors who are bound by this contract shall be several and not joint.

**Section 2.** It is understood and agreed that the District Council is acting only as agent for those Local Unions who have authorized it to negotiate and execute this Agreement and in no event shall the District Council be bound as principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

## **ARTICLE XXII**

### **BONDING**

For cause, unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement, a surety

bond in the amount of ten thousand dollars (\$10,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Welfare Fund and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Welfare Fund and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund and Joint Apprenticeship Training Fund, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer; bond to remain in full force and effect for a period of sixty (60) days after job completion.

### **ARTICLE XXIII** **MARKET PRESERVATION**

On jobs where non-signatory or bonafide non-union contractors are bidding, the parties agree as follows: The

Employer agrees to employ Union Laborers, pay wages and fringe benefits as set forth in the bid document for the duration of that job, and pay overtime in accordance with applicable state and federal law. All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

## **ARTICLE XXIV** **WELLNESS PROGRAM**

AGC of Illinois and the Southern and Central Illinois Laborers' District Council, Highway District #5, agree to work mutually with Laborers' Employers' Cooperation and Education Trust (LECET) in developing a Wellness Program and upon completion, by way of an addendum, add to this Agreement.

## **ARTICLE XXV** **SAFETY**

Section 1. It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.



Section 3. It is because of these mutual benefits that the employees, Union officials and management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working environment.

Section 4. (A) The Laborers shall use its training facility to insure that all Laborers shall be required to successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Laborer shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. After May 1, 2003 Employers may request referral of Laborers who have completed the Ten-Hour OSHA course and refuse Laborers who have not completed the course without penalty.

(B) Furthermore, to increase the safety awareness on all job sites, all Laborers shall be required to successfully complete the four (4) hours Laborers' Flagger Certification Program and thereafter maintain their certification by repeating the Flagger Certification every three (3) years. After May 1, 2001, Employers may request referral of Laborers who have completed Flagger Certification and refuse Laborers who have not obtained the certification without penalty.

Section 5. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide

by all federal, state, local and company safety policies.

Section 6. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

## **ARTICLE XXVI SAVINGS AND SEPARABILITY**

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws. If it is found by competent authority that any section of this Agreement is in conflict with any State or Federal laws, then such section shall be void and both parties agree to immediately meet and re-negotiate such sections to conform to the law. All other sections and Articles of this Agreement shall remain in full force and effect.

## **ARTICLE XXVII COMPLETENESS OF AGREEMENT**

The parties agree that the total results of their bargaining are embodied in this Agreement neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by both parties. Except as otherwise specifically provided herein, all the rights of the Contractors, Employers, Employees and the Union are retained.

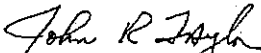
**ARTICLE XXVIII**  
**DURATION AND TERMINATION**

It is understood and agreed that the conditions of this Agreement shall be in full force and effect from **May 1, 2001 to April 30, 2005** and shall continue in effect from year to year thereafter, unless written notice sent by registered mail is given by one of the parties hereto to the other party no less than sixty (60) days and not more than ninety (90) days before April 30, 2005, and thereafter no less than sixty (60) days nor more than ninety (90) days before the yearly expiration date.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth.

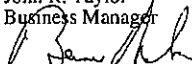
**FOR THE UNION:**

**FOR THE ASSOCIATION:**



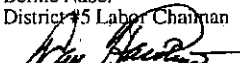
John R. Taylor  
Business Manager

\_\_\_\_\_  
Date



Bernie Naber  
District #5 Labor Chairman

\_\_\_\_\_  
Date



Ray Hawkins  
Director of Labor Relations

\_\_\_\_\_  
Date



Charles Adams

\_\_\_\_\_  
Date

**For The Union:**

\_\_\_\_\_  
Witnessing Union Agent

\_\_\_\_\_  
Title \_\_\_\_\_

Local# \_\_\_\_\_

Date \_\_\_\_\_

**For The Company**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signed By \_\_\_\_\_

Title \_\_\_\_\_

**ADDENDUM A**  
**WAGES, FRINGE BENEFITS AND DEDUCTIONS**  
**LABORERS' DISTRICT #5**

This Addendum A is attached and a part of the Agreement by and between the **Associated General Contractors of Illinois and the Southern and Central Illinois Laborers' District Council** covering Highways, Heavy and Utility Construction in Illinois Highway District #5 effective May 1, 2001 through April 30, 2005.

**EFFECTIVE MAY 1, 2001**

**LOCAL #703 (CHAMPAIGN)**

(Champaign, DeWitt and Piatt Counties)

Wage Rate	\$21.28
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Welfare	2.80
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*Legal	.30
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Pension	4.00
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Annuity	1.00
---------	------

Training	.30
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LECET	.27
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Total Package	\$29.95
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Dues Check-off	1.25 per hour
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Vacation Fund Deduction	.50 per hour
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**LOCAL #159 (DECATUR)**

(Macon and part of Moultrie Counties)

Wage Rate \$21.88

Welfare 2.80

Pension 4.00

Training .30

LECET .27

Total Package \$29.25

Dues Check-off 3.5% of Gross + .28 per hour

Vacation Fund Deduction .50 per hour

**LOCAL #624 (DANVILLE)**

(Vermilion County)

Wage Rate \$19.83

Welfare 2.80

Pension 6.30

Training .30

LECET .27

Total Package \$29.50

Dues Check-off 4.5% of Gross + .38 per hour

Vacation Fund Deduction .50 per hour

**LOCAL #171 (CHARLESTON)**

(Clark, Coles, Cumberland, Douglas, Edgar,

Shelby and parts of Moultrie Counties)

Wage Rate	\$20.13
Welfare	2.80
Pension	4.00
Annuity	1.70
Training	.30
LECET	.27
Total Package	\$29.20
Dues Check-off	1.40 per hour
Vacation Fund Deduction	.50 per hour

\*Central Illinois Laborers' Legal Fund

Future increases to be distributed:

<u>5-1-02</u>	<u>5-1-03</u>
<u>5-1-04</u>	
\$1.15	\$1.15
\$1.15	

Should the Local Union desire to distribute any part of the above negotiated wage increase to the negotiated funds in different amounts than specified above, it may do so upon sixty (60) days written notice to an approval of the Association, prior to the effective date of the new increase, provided that at no time will the wage rate or the rates of any

fringe benefit decrease, as such is prohibited by the Illinois Department of Labor.

FOR THE UNION:

FOR THE ASSOCIATION:

SOUTHERN AND CENTRAL  
ASSOCIATED GENERAL CONTRACTORS  
ILLINOIS DISTRICT COUNCIL  
OF ILLINOIS

John R. Taylor, Business Manager  
Ray Hawkins, Director of Labor Relations

Local 159 Decatur

MARTY EASTERLING

Bus. Ph. 217-422-3078

2293 East Logan

Res. Ph. 217-423-0882

Decatur, IL 62526

Fax 217-422-8031

Local 171 Mattoon

DANNY MAYCROFT

Bus. Ph. 217-258-7009

4120 DeWitt Avenue

Res. Ph. 217-856-2355

Mattoon, IL 61938

Fax 217-234-4895

Local 624 Danville

JIM MILLER

Bus. Ph. 217-442-0176



916 E. Fairchild St.  
Res. Ph. 217-427-2542  
Danville, IL 61832  
Fax 217-422-8575

Local 703 Urbana

MARC MANUEL  
Bus. Ph. 217-367-0703  
108 E. Anthony Dr.  
Res. Ph. 217-489-3801  
Urbana, IL 61801  
Fax 217-384-2122

HIGHWAY DISTRICT #5

